



TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN MEETING AGENDA

September 19, 2017
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. APPOINTMENTS

- a) [William Drago – Election Worker](#)

Town Administrator

- b) [Police Sergeant – James C. Crosby](#)
- c) [Police Sergeant – Liam F. O'Rourke](#)
- d) [Police Lieutenant – Neil A. Minardi](#)
- e) [Police Officer – David J. Spellman Jr.](#)
- f) [Police Officer – Jensen R. Plotkin](#)

2. NEW BUSINESS

- a) [Vote to sign – Asphalt Contract – Comer Contracting, Inc.](#)
- b) [Vote to sign – October Town Meeting Warrant](#)

3. SELECTMEN REPORTS / TA REPORTS

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN



TOWN CLERK

Kandy L. Lavallee
Interim Town Clerk

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GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1195
www.grafton-ma.gov
email: clerks@grafton-ma.gov

Bruce W. Spinney, III
Board of Selectmen Chair
30 Providence Road
Grafton, MA 01519

Dear Mr. Spinney,

I would like to recommend the appointment of the following individual as an Election Worker for the Town of Grafton:

William Drago
115 Keith Hill Road
South Grafton, MA 01560

Thank you,

Kandy L. Lavallee
Interim Town Clerk



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519
Telephone (508) 839-8517 • Fax (508) 839-8562
www.graftonpolice.com

Normand A. Crepeau, Jr.
Chief of Police

DATE: September 14, 2017
TO: Timothy P. McInerney – Town Administrator
SUBJECT: Recommendations for Promotion to Sergeant

On February 7, 2016, Officer James Crosby and Officer Liam O'Rourke were promoted to the rank of Provisional Sergeant after a review of interested candidates by me and my command staff. Since that time, both officers have performed exemplary in their new duties and have excelled as supervisors.

After the department's exit from Civil Service¹ and as set forth in the Memorandum of Agreement dated February 14, 2017 between the Town and the Grafton Police Alliance (GPA), I requested that all patrol officers interested in taking an examination for the rank of permanent sergeant submit a letter of interest to me. Only Provisional Sgt. Crosby and Provisional Sgt. O'Rourke submitted the required letter prior to the posted deadline.

I met with the GPA to determine if an examination still had to be administered and they indicated that they did not oppose permanent promotions for both officers without a formal examination. The GPA provided me with a memorandum confirming our conversation.

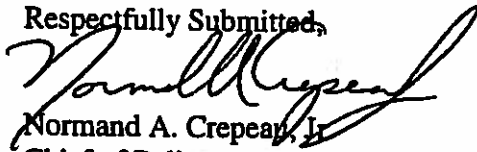
Based on the above I am recommending the following permanent promotion be approved:

Provisional Sergeant James C. Crosby to the rank of Sergeant

Provisional Sergeant Liam F. O'Rourke to the rank of Sergeant

If you have any questions or require additional information, please do not hesitate to contact me.

Respectfully Submitted,



Normand A. Crepeau, Jr.
Chief of Police

¹ Civil Service withdrawal bill (H 4603) signed into law on January 12, 2017



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Normand A. Crepeau, Jr.
Chief of Police

DATE: September 14, 2017

TO: Timothy P. McInerney – Town Administrator

SUBJECT: Recommendation for Promotion to Lieutenant

On February 7, 2016, Sergeant Neil A. Minardi was promoted to the rank of Provisional Lieutenant after my review of interested candidates. Since that time, Lieutenant Minardi has performed exemplary in his duties and has excelled as second in command of the department.

After the department's exit from Civil Service¹ and as set forth in the Memorandum of Agreement dated February 14, 2017 between the Town and the Grafton Police Alliance (GPA), I requested that all qualified sergeants interested in taking an examination for the rank of permanent lieutenant submit a letter of interest to me. Provisional Lt. Minardi, Sgt. Michael Mazzola and Sgt. Michael Swift submitted letters of interest for the position.

In accordance with the MOA, an assessment center examination consisting of a written exercise and an oral board review was administered on August 9, 2017 by Public Safety Consultants, LLC. The results of the examination were provided to me on August 17, 2017.

Based on the results of the examination and in consideration of the other criteria set forth in the MOA, I am recommending the following permanent promotion be approved:

Provisional Lieutenant Neil A. Minardi to the rank of Lieutenant

If you have any questions or require additional information, please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Normand A. Crepeau, Jr.", is written over the typed name and title.

Normand A. Crepeau, Jr.
Chief of Police

¹ Civil Service withdrawal bill (H 4603) signed into law on January 12, 2017



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Normand A. Crepeau, Jr.
Chief of Police

DATE: September 7, 2017
TO: Timothy P. McInerney - Town Administrator
SUBJECT: Police Officer Recommendations

On June 24, 2017, A Police Officer Entrance Examination was given to persons interested in becoming a police officer for the Town of Grafton. The examination was posted in local newspapers as well as social media and the Criminal Justice Information Service (CJIS.) A total of 63 individuals took the examination administered by Public Safety Consultants, LLC.

Scores were tabulated and applications of the top 25 candidates were reviewed taking into consideration the following factors: MPTC academy graduation, college education, veterans status and residency. Subsequently, 3 candidates were chosen to interview for the two current openings.

The candidates were asked to complete a written exercise and a selection committee consisting of Lt. Minardi, Sgt. Mazzola, Sgt. Swift, Sgt. Crosby and Sgt. O'Rourke was empaneled to review the candidate's responses and conduct an oral board assessment to evaluate each candidate's knowledge and competency for the position of police officer. The process included careful review and consideration of each candidate's responses during the interview and application submissions. Subsequently, the selection committee narrowed their choices to two candidates.

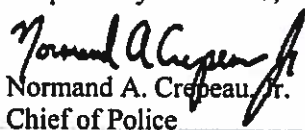
Based on the comments of the selection committee, I recommend that the following individuals be appointed to the position of permanent full-time police officer for the Grafton Police Department:

1. David J. Spellman, Jr. of Grafton, MA
2. Jensen R. Plotkin of Grafton, MA

The candidates shall be subject to a one-year probationary period following permanent appointment. Since both candidates are graduates of the MPTC academy, I am recommending that the physical abilities test (PAT) be waived.

I recommend that the appointments take effect on October 2, 2017 subject to your approval and successful completion of the physical and psychological examinations. If you have any questions or require further information regarding this recommendation, please do not hesitate to contact me.

Respectfully Submitted,


Normand A. Crepeau, Jr.
Chief of Police

TOWN OF GRAFTON

DATE: JULY 1, 2017

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Comer Contracting, Inc.

1112 Farmington Avenue
Farmington, CT 06032

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes in furnish and supple liquid asphalt and stone on properly prepared bituminous streets.

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$1.76 per square yard

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2017, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment

or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to

time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Chairman, Board of Selectmen

The Contractor by:

Signature

Date

Martin J. Comer, President
Print Name & Title

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Martin S. Comer
President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Martin S. Comer

name of signatory

Comer Contracting, Inc.

name of contractor

principal place of business is at 1112 Farmington Ave, Farmington, CT 06032

does hereby certify under the pains and penalties of perjury
that Comer Contracting, Inc. has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

9/6/16

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date) 9/8/16

The undersigned, being the Shareholders of Comer Contracting Inc. ^{Connecticut} a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President ~~and/or the Vice President or named individual~~] each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Robert M. Comer the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on 1/18, 2012

[Signature]
Clerk of Corporation

SEAL

CONTRACT CHECKLIST

1. Certification of Signatures

- For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
- For LLC: need Manager signature or signed vote of the LLC

2. Certificate of Non-collusion

3. Insurance Certificate

(showing Town as additional insured)

- Matches amount of insurance required under contract

4. Certificate of Good Faith

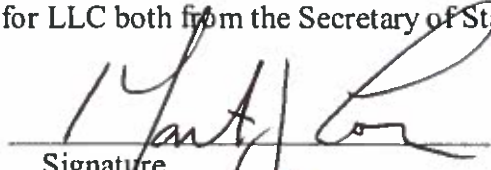
5. Certificate of Tax Compliance

6. Signed by Contractor

- Matches certification by Corp officer of authority.

7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by:

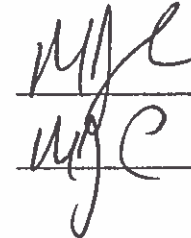

Signature
Martin J. Cumer
President

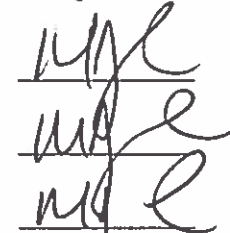
Title

Name,

Initials











COMER-1

OP ID: JA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sinclair Risk & Financial Suite 200 35 Thorpe Avenue Wallingford, CT 06492 Martin Shea	203-265-0996	CONTACT NAME: Martin Shea PHONE (A/C, No, Ext): 203-265-0996 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 31325
INSURED Comer Contracting, Inc. 1112 Farmington Avenue Farmington, CT 06032			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPA028592918	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA028593018	03/31/2017	03/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA028593118	03/31/2017	03/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WPA028593218	03/31/2017	03/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		CIM038348117	03/31/2017	03/31/2018	100,000 1,000 Lease/Rent Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Chip Sealing

CERTIFICATE HOLDER

CANCELLATION

GRAFT-2

Town of Grafton
Highway Department
30 Providence Road
Grafton, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

ANNUAL TOWN MEETING WARRANT

OCTOBER 16, 2017

7:30 PM

Worcester, ss:

To Either of the Constables of the Town of Grafton, in the County of Worcester.

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the Inhabitants of the Town of Grafton, qualified to vote in elections and Town affairs, to meet in the Grafton High School located at 24 Providence Road on Monday, the Sixteenth (16) Day of October, 2017 at Seven Thirty (7:30) PM to act on the following articles, to wit:

ARTICLE 1. RECEIVE REPORTS OF OFFICES, BOARDS AND COMMITTEES

To receive the reports of the several Town Officers, Boards and Committees, or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 2. AMEND TOWN CHARTER

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Charter of the Town of Grafton by approving the capitalization of various words throughout the Charter, all as shown on a draft of the Charter dated January 12, 2017, a copy of which is on file in the Office of the Town Clerk, or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 3. AMEND TOWN CHARTER – SECTION 3-4 SCHOOL COMMITTEE

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

SECTION 3-4 SCHOOL COMMITTEE

Amending section 3-4 by deleting Section 3-4 School Committee in its entirety

~~(a) **Composition, term of Office** There shall be no school committee consisting of five members elected for terms of three years each, so arranges that the term of office of nearly an equal number of members as is possible shall expire each year.~~

~~(b) **Powers and Duties**—The school committee shall have all of the powers and duties school committees may have under the constitution and general laws of the commonwealth, and it shall have such additional powers and duties as may be authorized by this charter or by by-law. The powers of the school committee shall include, but are not intended to be limited to the following.~~

and adding a new Section 3-4 to read as follows:

SECTION 3-4: SCHOOL COMMITTEE

- (a) **Composition, Term of Office** – There shall be a School Committee consisting of five members elected for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.
- (b) **Power and Duties** – The School Committee shall have all of the powers and duties school committees may have under the Constitution and General Laws of the Commonwealth.

Submitted by: Board of Selectmen

ARTICLE 4. AMEND TOWN CHARTER – SECTION 3-5: TOWN CLERK

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

SECTION 3-5: TOWN CLERK

Amending Article 3 – **ELECTED OFFICIALS**, by deleting Section 3-5: **TOWN CLERK** in its entirety

~~(a) **Term of Office**—There shall be a town clerk elected for a term of three years.~~

~~(b) **Powers and Duties**—The town clerk shall be the keeper of vital statistics for the town; the custodian of the town seal; shall administer the oath of office to all persons, elected or appointed to any town office; shall issue such licenses and permits as are required by law to be issued by town clerks; supervise and manage the conduct of all elections and all other matters relating to elections be the clerk of the town meeting, keep its records and in the absence of the town moderator or deputy town moderator to preside pending the election of a temporary town moderator. The town clerk shall have such other powers and duties as are given to town clerks by general law, by this charter, by by-law or by other vote of the town meeting.~~

and adding a new Section 5-7: **TOWN CLERK** to Article 5 – **ADMINISTRATIVE ORGANIZATION** to read as follows:

SECTION 5-7: TOWN CLERK

- (a) **Term of Office** – There shall be a Town Clerk appointed by the Board of Selectmen for a term of three years. The Town Clerk shall be a person especially fitted by education,

training, or previous experience to perform the duties of the office. The Town Clerk must have a working knowledge of Mass. General Laws, be proficient in the State Voter Registration System and State Vitals Registration System, must know the election laws and how to conduct elections legally, and must have the ability to establish and maintain effective and harmonious working relationships with the Town Officials and Departments, State Agencies, and the public.

- (b) **Power and Duties** – The Town Clerk shall be the keeper of vital statistics for the Town; the custodian of the Town seal; shall administer the oath of office to all persons, elected or appointed to any town office; shall issue such licenses and permits as are required by law to be issues by Town Clerks; supervise and manager the conduct of all election sand all other matters relating to elections, be the Clerk of the Town Meeting, keep its records, and in the absence of the Town Moderator or Deputy Town Moderator, to preside pending the election of a temporary Town Moderator. The Town Clerk shall have such other powers and duties as are given to Town Clerks by General Law, by this Charter, by Town By-Law, or by other vote of the Town Meeting.

And renumbering the remaining sections of Article 3 to reflect the deletion of Section 3-5, or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 5. AMEND TOWN CHARTER – ARTICLE 3: ELECTED OFFICIALS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

Amending Article 3 – **ELECTED OFFICIALS**, by deleting Section 3-6: **PLANNING BOARD** in its entirety

~~(a) **Composition Term of Office** — There shall be a planning board consisting of five members elected for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.~~

~~(b) **Powers and Duties** — The planning board shall make careful studies of the resources, possibilities and needs of the town and shall make plans for the development of the town. The board shall have the power to make a comprehensive or master plan, setting forth in graphic and textual form policies to govern the future growth and development of the town. The board shall have the power to regulate the subdivision of land within the town by the adoption of rules and regulations. The planning board shall make recommendations to the town meeting on all proposed warrant articles which affect land use and development, including but not limited to proposals to amend the zoning by-law, and zoning map. The planning board shall make an annual report, giving information regarding the condition of the town and any plans or proposals for its development and estimates of their costs. The planning board shall have all of the other powers and duties which are given to planning boards by general law, by this charter, by by-law or by other town meeting vote.~~

and adding a new Section 5-8: **PLANNING BOARD** to Article 5 – **ADMINISTRATIVE ORGANIZATION** to read as follows:

(a) **Composition Term of Office** – There shall be a Planning Board consisting of five members appointed by the Board of Selectmen for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.

(b) **Powers and Duties** – The Planning Board shall make careful studies of the resources, possibilities and needs of Town and shall make plans for the development of the Town. The Board shall have the power to make a comprehensive or master plan, setting forth in graphic and textual form, policies to govern the future growth and development in the Town. The Board shall have the power to regulate the subdivision of land within the Town by the adoption of rules and regulations. The Planning Board shall make recommendations to the Town Meeting on all proposed warrant articles which affect land use and development, including but not limited to, proposals to amend the Zoning By-Law and Zoning Map. The Planning Board shall make an annual report, giving information regarding the condition of the Town and any plans or proposal for its development and estimates of their costs. The Planning Board shall have all of the other powers and duties which are given to Planning Boards by General Law, by this Charter, or By-Law or by other Town Meeting votes.

And renumbering the remaining sections of Article 3 to reflect the deletion of Section 3-6, or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 6. AMEND TOWN CHARTER – SECTION 3-2 (D) APPOINTMENT

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 3-2 (D) APPOINTMENT

By deleting Section 3-2(d) **APPOINTMENT** in its entirety

~~(d) **Appointment** — The board of selectmen shall appoint a town administrator, constables, the members of the board of appeals, the registrars of voters (but not the town clerk) and other election officers, the conservation commission, the industrial development finance authority, other members of multiple members bodies the functions of which do not involve direct operating responsibilities, but, are primarily policy making or advisory in nature, and individuals who are to serve as representatives or delegates of the town to the governing or advisory boards of regional or district authorities.~~

and adding a new Section 3-2(d) **APPOINTMENT** to read as follows:

APPOINTMENT – The Board of Selectmen shall appoint a Town Administrator, Town Clerk (**strike if Article 3 fails**), the members of the Planning Board (**strike if Article 4**

fails), Constables, the members of the Board of Appeals, the Registrars of Voters and other election officers, the Conservation Commission, the Industrial Development Finance Authority, other members of multiple members bodies, the functions of which do not involve direct operating responsibilities, but are primarily policy making or advisory in nature, and individuals who are to serve as representatives or delegates of the town to the governing or advisory boards of regional or district authorities. See Section 8-5 (a) for a complete list of current Selectmen appointees.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 7. AMEND TOWN CHARTER – SECTION 3-1: ELECTIVE OFFICES

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 3-1: ELECTIVE OFFICES

By deleting the current Section 3-1(a) **Elective Offices** in its entirety

~~(a) **Elective offices**—The town offices to be filled by ballot of the whole town shall be a board of selectmen, a school committee, a planning board, a board of library trustees, a town moderator, and a town clerk. In addition, members of a housing authority, and such members of regional authorities or districts as may be established by statute, inter-local agreement or otherwise shall also be elected at town elections.~~

and adding a new Section 3-1(a) **Elective Offices** to read as follows:

Elective offices – The Town offices to be filled by ballot of the whole town shall be a Board of Selectmen, a School Committee, a Board of Library Trustees, and a Town Moderator **(include Planning Board if Article 4 fails, and include Town Clerk if Article 3 fails)**. In addition, members of a Housing Authority, and such members of regional authorities or districts as may be established by statute, inter-local agreement or otherwise shall also be elected at Town election.

And by amending Section 3-1 by deleting Section 3-1(f)(1) **Town Officer** in its entirety **(Unless Article 3 or 4 fails, in which case, this section should be passed over)**

~~(f)(1) **Town Officer**—If there is a failure to elect, or if a vacancy occurs in the office of town clerk, the board of selectmen shall, in writing, appoint some suitable person to serve until the next town election.~~

and renumbering the remaining sections of Section 3-1(f) to reflect this deletion.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 8. AMEND TOWN CHARTER – SECTION 2-3(B) FINANCE COMMITTEE

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 2-3(b) FINANCE COMMITTEE

By deleting the current Section 2-3(b) **FINANCE COMMITTEE** in its entirety

~~**(b) Finance Committee**—There shall be a finance committee, the members of which shall be appointed by the moderator. The number of members, the term of office and any other conditions of appointment or service as may be deemed necessary or desirable shall be established by by-law. The subject matter of all proposals to be submitted to a town meeting by warrant articles shall be referred to the finance committee by the board of selectmen at the earliest practicable time following their receipt by the board of selectmen. The finance committee shall report its recommendations on every article contained in a town meeting warrant, in writing, together with a brief statement of the reasons for each such recommendation. Before preparing its recommendations, the finance committee shall hold one or more public hearings to permit public discussion of the subject matter of all articles contained in the warrant.~~

and adding a new section 2-3(b) Finance Committee to read as follows:

Finance Committee- There shall be a Finance Committee, the members of which shall be appointed by the Moderator. The number of members, the term of office, and any other conditions established by by-law. The subject matter of all proposals to be submitted to a Town Meeting by warrant articles shall be referred to the Finance Committee by the Board of Selectmen. The Finance Committee shall report its recommendations on every article contained in a town meeting warrant, in writing, together with a brief statement of the reasons for each such recommendation. Before preparing its recommendations, the Finance Committee shall hold one or more public hearings to permit public discussion of the subject matter of all articles contained in the Warrant.

- 1) Amending Section 2 by adding a new Section 2-6 **Town Election** to read as follows:
Town Election – The Annual Election for the election of Town Officers and for the determination of all other matters to be referred to the voters shall be held in May, or on a date fixed by by-law.

and renumbering the remaining sections of Section 2 to reflect the insertion of a new Section 2-6.

Submitted by: Board of Selectmen

ARTICLE 9. AMEND TOWN CHARTER – SECTION 5-6: BOARD OF SEWER COMMISSIONERS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 5-6: BOARD OF SEWER COMMISSIONERS

by deleting the current Section 5-6(a) **Composition, Term of Office**, in its entirety

~~(a) **Composition, Term of Office** – Pursuant to Article 4, Section 4-2 (b) and Article 8, Section 8-5 (f) (3) of this Charter, the three members of the Board of Sewer Commissioners shall continue to be appointed by the Town Administrator for terms of three years each, so arranged that the term of office of one member shall expire each year.~~

and adding a new Section 5-6(a) **Composition, Term of Office** to read as follows:

Composition, Term of Office – There shall be a Board of Sewer Commissioners made up of three (3) members appointed by the Town Administrator for terms of three years each, so arranged that the term of office of one member shall expire each year.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 10. AMEND TOWN CHARTER – SECTIONS 7-5: DEFINITIONS & 7-9: PROCEDURES GOVERNING MULTIPLE MEMBER BODIES

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

- 1) By amending Section 7-5: **DEFINITIONS** by adding the words “and the Town’s website” to the end of Section 7-5(f) **Local Newspaper**.
- 2) By amending Section 7-9: **Amend Section 7-9: PROCEDURES GOVERNING MULTIPLE MEMBER BODIES – Agendas – by striking the language below**
~~Agendas – At least twenty-four hours before any meeting of a multiple member body is to be held, an agenda containing all items which are scheduled to come before the multiple member body at the meeting shall be posted on the town bulletin board. No action taken on a matter not included in the posted agenda shall be effective unless the multiple member body first adopts by a separate vote a resolution declaring that an emergency exists and that the particular matter must be acted upon at that meeting for the immediate preservation of the peace, health, safety or convenience of the town.~~

And replacing it with:

Agendas of any meeting held by a multiple member body shall be posted in accordance with Massachusetts General Laws. Agendas shall contain all items

which are scheduled to come before the multiple member body at the meeting and shall be posted on the town bulletin board.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 11. AMEND TOWN CHARTER – ARTICLE 8 – TRANSITIONAL PROVISIONS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

By amending Article 8 – **TRANSITIONAL PROVISIONS** by deleting section 8-5: **Time of Taking Effect** in its entirety:

~~This charter shall take effect upon its adoption by the voters of Grafton, except as is hereinafter provided:~~

~~(a) Forthwith following the election at which this charter is adopted each town agency shall designate some person to represent it at all sessions of the town meeting to be held in this calendar year, in accordance with the provisions of section 2-8.~~

~~(b) Forthwith following the election at which this charter is adopted a screening committee shall be established for the purpose of soliciting, receiving and evaluating applications for the position of town administrator.~~

~~The screening committee shall consist of nine persons who shall be chosen as follows: the board of selectmen, the school committee, the planning board and the board of library trustees shall each designate one person, the finance committee shall designate two persons and three persons shall be chosen by the town moderator. Persons chosen by the said agencies may, but need not, be members of the agency by which they are designated: appointments made by the town moderator shall be made last in time in order that in making appointments the moderator may, insofar as it may be feasible so to do, appoint persons who will broaden the membership base of the committee to be most representative of the demographic and occupational base of the town.~~

~~Not more than thirty days following the election at which the charter is adopted the several persons chosen as aforesaid shall meet to organize and to plan a process to advertise the vacancy and to solicit by other means candidates for the office. The committee shall proceed notwithstanding the failure of any town agency to designate its representatives.~~

~~The screening committee shall review all applications received by it, screen all such applicants by checking and verifying work records and other credentials, and provide for interviews to be conducted with such number of candidates as it deems to be necessary, desirable or expedient.~~

~~Not more than one hundred and fifty days following the date on which the committee meets the to organize, the committee shall submit to the board of selectmen the names of not less than three nor more than five persons whom it believes to be best suited to perform the duties of the office of town administrator. The appointment of the first town administrator shall not be considered by the board of selectmen, however, until after the qualification of the two members elected at the special election in September of the year in which the charter is adopted.~~

~~Within thirty days following the date the list of nominees is submitted to it, the board of selectmen shall choose one of the said nominees to serve as town administrator. In the event the board of selectmen shall fail to make an appointment within the said thirty days the screening committee shall, forthwith, appoint the town administrator.~~

~~Upon the appointment of a town administrator the committee established hereunder shall be considered discharged.~~

~~Until such time as some other provision is made, by by-law for another screening committee a committee as above shall be established whenever the office of town administrator shall become vacant. For such purpose, references in this section to the date of the election at which this charter is adopted shall be understood to mean the date a vacancy, or pending vacancy, in the office of town administrator becomes known.~~

~~(c) Until such time as the town meeting may act, by by-law, to establish different qualifications for the office, the town administrator shall, in addition to the qualifications as stated in 4-1, have the following specific qualifications, (a) have at least an earned bachelor's level degree from a recognized, accredited college or university, (b) have served full time as the chief administrative officer of a city or town for not less than five years.~~

~~(d) Until such time as the salary of the town administrator is otherwise established, and to provide a range within which candidates can be recruited, the salary range for the office is hereby determined to be not less than forty-two thousand five hundred nor more than fifty-three thousand dollars per year.~~

~~A special election for the purpose of increasing the number of members of the board of selectmen from three to five shall be held on the third Monday in September in the year in which this charter is adopted. Candidates shall be nominated and the election shall be held for two separate offices: (1) to serve as a member of the board of selectmen for the term of three years, expiring at the town election to be held in the third year following the year in which this charter is adopted and (2) to serve as a member of the board of selectmen for the term of two years, expiring at the town election to be held in the second year following the year in which this charter is adopted.~~

(e) ~~Until such time as the town meeting may act, by by-law, to amend, repeal or revise them, the following provisions shall have the force of town by-laws:~~

- 1) **~~Date of Town Meetings~~** - ~~The spring session of the annual town meeting shall be held on the second Monday in May and the fall session of the town meeting shall be held on the third Monday in October.~~
- 2) **~~Date of Town Elections~~** - ~~The annual town election for the election of town officers and for the determination of all other matters to be referred to the voters shall be held on the first Monday in May.~~
- 3) **~~Town Administrative Organization~~** - ~~Until such time as a different form of organization shall be provided, in accordance with the provisions of article 5 of this charter, the following outline of organization shall be operative:~~

~~The Board of Selectmen shall appoint:~~

~~a town administrator to serve for an indefinite term;
a board of health to consist of three members appointed for terms of three years each;
a conservation commission to consist of nine members appointed for terms of three years each;
a board of registrars of voters in the manner provided by general law;
a board of appeals to consist of five regular members, appointed for terms of three years each, and two associate members, appointed for terms of three years each;
a council on aging, as provided by by-law;
a development and industrial commission, as provided by by-law;
a industrial development financing authority in the manner provided by general law;
a cable television oversight committee;
a cemetery commission;
constables;
a civil defense director and related civil defense personnel;
an arts lottery council;
a Grafton Historical Commission;
the McNamara Memorial Committee
the municipal center renovations committee;~~

~~a board of trustees of soldier's memorials;
a board of trustees of the South Grafton Community House;~~

~~The town administrator shall appoint:~~

~~a director of public works (if any) and all other employees of a department of public works;~~
~~a police chief and other police officers to serve for indefinite terms;~~
~~a board of fire engineers, a fire chief, forest wardens and other firefighters, to serve for indefinite terms;~~
~~a board of assessors to consist of a principal assessor, who shall serve full time and two associate assessors, who shall serve part time; the term of all members shall be for three years;~~
~~a board of sewer commissioners to consist of three members, appointed for terms of three years each;~~
~~a town collector/ treasurer to serve for a term of three years;~~
~~a town accountant to serve for the term of three years;~~
~~an inspector of buildings to serve for an indefinite term;~~
~~a wire inspector to serve for an indefinite term;~~
~~an inspector of gas appliances and gas fittings to serve for an indefinite term;~~
~~a plumbing inspector to serve for an indefinite term;~~
~~an animal control officer to serve for an indefinite term;~~
~~a sealer of weights and measures in accordance with the civil service law and rules;~~
~~a board of trustees of Nelson Park and Memorial;~~
~~a recreation commission;~~
~~a parking clerk;~~
~~a town counsel;~~
~~a town engineer;~~
~~a town forest committee;~~
~~a traffic safety committee;~~
~~a veteran's services director, veteran's agent, veteran's graves officer and burial agent;~~
~~a health agent, animal inspector and other personnel of a department of public health.~~

(g) ~~All town officers and all members of all boards, commissions and committees who have here to before been elected and who will henceforth be appointed under the provisions of this charter, shall serve for the balance of the term for which they were elected, (subject to their retirement or resignation) but their successors shall be appointed.~~

~~The position of executive secretary to the board of selectmen created by vote of the 1982 annual town meeting under article 33 is hereby abolished. Nothing contained in the charter shall be construed as to grant to the incumbent of that office at the time the charter is adopted any right or privilege to be retained in the employment of the town. It is the specific intention of this provision that such person not automatically be continued in office under the designation of town administrator, which office is created by Article 4 of the charter. There shall be a wide-spread search for candidates to be considered for appointment to the office of town administrator. The incumbent executive secretary may be such a candidate.~~

~~(i) The provisions of the charter which relate to the establishment of a combined department of public works shall not become effective until the first day of July in the year following the year in which this charter is adopted; provided, however, that no further elections to any offices to be included under the said department shall be held.~~

~~(j) Forthwith following the election at which this charter is adopted a special committee of seven members shall be appointed by the board of selectmen to revise the by-laws of the town in order to fully implement the provisions of this charter. The said committee shall submit a report and recommendations to the town meeting for adoption by a warrant article at a session of the town meeting held not more than one year following the election at which the charter is adopted. At least two members of the said committee shall have been members of the charter commission.~~

~~(k) The offices of town treasurer and town collector shall be combined into a single office, to be appointed by the town administrator, effective on the first day of July in the year following the year in which this charter is adopted. The terms of office of the persons serving as town treasurer and as town collector shall be terminated upon the appointment of a treasurer-collector. Nothing in this section shall be construed to prevent either of said persons from being a candidate for appointment, or from being appointed to the combined office. If a vacancy shall occur in either office prior to the said July first effective date of the merger it shall be filled, pending such consolidation of the offices, by vote of the board of selectmen if it occurs before the appointment of a town administrator, or, by the town administrator if it occurs after such appointment.~~

~~(l) Notwithstanding any provision of this charter to the contrary, it is not expected that the first person to serve as town administrator shall forthwith upon appointment begin at once to perform all of the duties and exercise all of the powers, duties and responsibilities assigned by this charter to the office. It is recognized that in the best long-range interest of the town of Grafton, that such assumption must be gradual and on a phased-in basis.~~

~~(m) The provisions of section 6-2 and section 6-6 of the charter shall not become effective until the year following the year in which the charter is adopted.~~

~~(n) The following provisions of existing by-laws are hereby amended, repealed or revised, as indicated:~~

ARTICLE 1

~~by deleting section 8A by deleting section 9~~

ARTICLE 2

~~By deleting section 8 and substituting in its place, the following: On substitute motions and proposed amendments involving sums of money, the votes shall be taken in descending order, the largest sum proposed shall be taken up first and voting shall continue until an affirmative vote on a sum is reached. Any lesser amounts proposed not then voted upon shall be deemed to have been defeated.~~

~~By deleting section 10 and substituting in its place, the following: A motion to reconsider any prior vote shall not be accepted. All votes taken shall be deemed to be final.~~

~~By inserting into article 2 a new section 20, as follows:~~

~~In all matters not covered by these by-laws the town moderator shall be guided by the rules of parliamentary procedures as applied to Town Meetings in "Town Meeting time, A Practical Handbook of Parliamentary Law".~~

ARTICLE 3

~~By inserting in article 3 a new section 3A as follows:~~

~~The report of the finance committee shall be printed and copies shall be made available for distribution to every person who shall request a copy thereof at the office of the town clerk, at the public library and at its branches, at the police station and at other places in the town for the convenience of the voters. The reports shall be available at least seven days before the town meeting is to act on any article contained in the warrant for the said town meeting.~~

ARTICLE 22

~~By striking out section 1 of said article and substituting in its place, the following:~~

~~The town administrator shall be the personnel director of the town of Grafton. The term "personnel Board" or "Board" as used in this by-law shall be construed to mean the town administrator. Provided, however, the town administrator may, from time to time, as said town administrator deems to be necessary, desirable or expedient, appoint a personnel advisory committee of such number of members, to serve for such length of term as said town administrator may deem appropriate, to assist in the performance of the duties and functions related to personnel as are assigned by the Grafton Home Rule Charter.~~

~~(e) Notwithstanding any provision of this charter to the contrary, during the first calendar year following the appointment of the first town administrator the votes of four members of the board of selectmen shall be necessary to remove said town administrator from office.~~

and replacing it with a Section 8-5, entitled “**Town Administrative Organization**” to read as follows:

Section 8-5: Town Administrative Organization – Until such time as a different form of organization shall be provided, in accordance with the provisions of article 5 of this charter, the following outline of organization shall be operative; Until such time as the town meeting shall act, by by-law, to amend, repeal, or revise them, the following provisions shall have the force of town by-laws:

(a) The Board of Selectmen shall appoint:

- A Town Administrator to serve for an indefinite term;
- **A Town Clerk for a term of three years; (delete if Article 3 fails)**
- **A Planning Board to consist of five members appointed for terms of three years each; (delete if Article 5 fails)**
- A Board of Health to consist of five members appointed for terms of three years each;
- A Conservation Commission to consist of five members appointed for terms of three years each;
- A Board of Registrars of voters in the manner provided by general law, for terms of three years each;
- A Board of Appeals to consist of five regular members, appointed for terms of three years each, and two associate members, appointed for terms of three years each;
- A Council on Aging, as provided by By-Law, for terms of four years each;
- A Development and Industrial Commission as provided by By-Law;
- A Industrial Development Financing Authority in the manner provided by general law;
- A Cable Television Oversight Committee, for terms of one year each;
- A Cemetery Commission for terms of three years each;
- Constables, for a term of one year each;
- An Emergency Management Director and related Emergency Management Personnel, for an indefinite term;
- An Arts Lottery Council;
- A Grafton Historical Commission, for terms of three years each;
- The McNamara Memorial Committee;
- The Municipal Center Renovations Committee;
- A Board of Trustees of Soldier’s Memorials, for terms of three years each;

(b) The Town Administrator shall appoint:

- A Director of Public Works (if any) and all other employees of a Department of Public Works to serve for indefinite terms;
- A Police Chief and other police officers to serve for indefinite terms;
- A Board of Fire Engineers, Fire Chief, forest wardens and other firefighters, to serve for indefinite terms;

- A Board of Assessors to consist of a Principal Assessor, who shall serve full time and two associate assessors, who shall serve part time; the term of all members shall be for three years;
 - A Board of Sewer Commissioners to consist of three members, appointed for terms of three years each;
 - A Town Collector/Treasurer to serve for a term of three years;
 - A Town Accountant to serve for the term of three years;
 - An Inspector of Buildings to serve for an indefinite term;
 - A Wire Inspector to serve for an indefinite term;
 - An Inspector of Gas Appliances and Gas Fittings to serve for an indefinite term;
 - An Animal Control Officer to serve for an indefinite term;
 - A Sealer of Weights and Measures in accordance with the civil service laws and rules;
 - A Recreation Commission to serve for a term of three years each;
 - A Parking Clerk to serve for a term of one year;
 - A Town Counsel to serve for an indefinite term;
 - A Town Engineer to serve for an indefinite term;
 - A Traffic Safety Committee to serve for a term of one year each;
 - A Town Planner to serve for an indefinite term;
 - A Veteran's Services Director, Veteran's Agent, Veteran's Graves Officer and Burial Agent, all to serve for a term of one year each;
 - A Health Agent, and other personnel of a Department of Public Health, to serve for an indefinite term.
- (c) All town officers and all members of all boards, commissions and committees who have here to before been elected and who will henceforth be appointed under the provisions of this charter, shall serve for the balance of the term for which they were elected, (subject to their retirement or resignation) but their successors shall be appointed.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 12. AMEND TOWN CHARTER – ARTICLE 4: TOWN ADMINISTRATOR

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to amend the Town Charter as follows:

AMEND ARTICLE 4 – TOWN ADMINISTRATOR

By deleting the first sentence of Section 4-1: **APPOINTMENT; QUALIFICATION; TERM** in its entirety:

~~The board of selectmen shall appoint a town administrator from a list prepared by a screening committee established by by-law. The board of selectmen shall appoint the town administrator to serve for an indefinite term and shall fix the compensation for such person, annually, within the amount appropriated by the town. The town administrator shall be appointed solely on the basis of demonstrated executive and administrative qualifications. The town administrator shall be a person especially fitted by education, training and previous experience in public administration to~~

perform the duties of the office. A town administrator need not to be a resident of the town or of the commonwealth at the time of appointment, or at any time during the period of such service. The town administrator shall not have served in an elective office in the town government for at least twelve months prior to appointment. The town may from time to time establish, by by-law, such additional qualifications as seem necessary and appropriate.

The town administrator shall devote full time to the office and shall not hold any other public office, elective or appointive, nor engage in any other business or occupation during such service, unless such action is approved in advance and in writing by the board of selectmen.

The board of selectmen shall provide for an annual review of the job performance of the town administrator which shall, at least in summary form be a public record.

Any vacancy in the office of the town administrator shall be filled as soon as possible by the board of selectmen, and meanwhile they shall appoint a qualified town administrative officer or employee to serve as temporary town administrator to perform the duties of the office. Such temporary appointment may not exceed three (3) months but one renewal may be voted by the board of selectmen not to exceed a second three (3) months. Compensation for such person shall be set by the board of selectmen.

and adding a new first sentence to Section 4-1: **APPOINTMENT; QUALIFICATION; TERM** to read as follows:

The Board of Selectmen shall appoint a Town Administrator from a list prepared by a Screening Committee outlined in Section 4-6.

Amending Article 4 – **TOWN ADMINISTRATOR**, by adding a Section 4-6: **SCREENING COMMITTEE** to read as follows:

The Screening Committee shall consist of nine persons who shall be chosen as follows: The Board of Selectmen, The School Committee, the Planning Board, and the Board of Library Trustees shall each designate one person, the Finance Committee shall designate two persons and three persons shall be chosen by the Town Moderator.

Persons chosen by the said agencies may, but need not, be members of the agency by which they are designated: appointments made by the Town Moderator shall be made after each agency has designated an appointee. The Moderator shall consider appointing persons who will broaden the membership based of the committee to be most representative of the demographic and occupational base of the town.

The Screening Committee shall review all applications received by it, screen all such applicants by checking and verifying work records and other credentials, and provide for interviews to be conducted with such number of candidates as it deems to be necessary, desirable or expedient. Not more than one hundred and fifty days following the date on which the Committee meets to organize, the Committee shall submit to the Board of Selectmen the names of not less than three nor more than five persons whom it believes to be best suited to perform the duties of the Office of Town Administrator.

Within forty-five days following the date of the list of nominees is submitted to it, the Board of Selectmen shall choose one of the said nominees to serve as Town Administrator. In the event the Board of Selectmen shall fail to take action on the list within the said forty-five days, the Screening Committee shall, forthwith, appoint the Town Administrator. Upon the appointment of a Town Administrator, the Committee established hereunder shall be considered discharged.

The Town Administrator shall, in addition to the qualifications as stated in 4-1, have the following specific qualifications; a Master's Degree in Public Administrator, or related field from an accredited college or university (preferred) and any combination of education and experience with 2-5 years demonstrated progressive responsibilities in Municipal Government.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 13. ADJUST FY18 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for the purpose of adjusting certain line items within the operating budget for FY18, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 14. PRIOR FISCAL YEAR BILLS

To see if the Town will vote to transfer from available funds a sum of money to pay bills incurred in a prior fiscal year, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 15. FIRE DEPARTMENT RETIREMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Fire Department Retirement Account, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 16. SICK AND VACATION BUYBACK

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the accumulated sick and vacation leave buyback for retiring employees pursuant to the Town By-Laws and/or collective bargaining agreements, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 17. FUNDING FOR FOLLETTE STREET WELL PROJECT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Follette Street Well Project Account for the purpose of funding the Follette Street Well Project, pursuant to Article 10 of the May 11, 2009 Special Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 18. PURCHASE OF SNOW PLOW OPERATIONS EQUIPMENT

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purchase of snow plow operations related materials to fit two new DPW operations vehicles, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 19. CPC AFFORDABLE HOUSING RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Affordable Housing, or take any other action relative thereto.

Submitted by: Community Preservation
Committee

ARTICLE 20. CPC OPEN SPACE RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Open Space, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 21. CPC HISTORIC PRESERVATION RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Historic Preservation, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 22. FUND FOR CPA PURPOSES

To see if the Town will vote to reserve a sum of money from the FY2018 Community Preservation Fund revenues for FY18 Community Preservation Fund purposes, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 23. CPC – AFFORDABLE HOUSING TRUST TRANSFER

To see if the Town will vote to transfer the sum of \$48,642 from the CPA Affordable Housing Reserve account to the Grafton Affordable Housing Trust, with such funds to be used in accordance with the CPA guidelines for community housing, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 24. CPC – STONE ARCH BRIDGE PROJECT

To see if the Town will vote to appropriate the sum of \$120,000 from the CPC Undesignated Fund to complete the Stone Arch Bridge Project, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 25. ROAD IMPROVEMENT STABILIZATION FUND

To see if the Town will vote to transfer \$1,500,000 from the Road Improvement Stabilization fund to the Road Improvement Capital Expenditures fund for road improvement projects consistent with Chapter 90 rules and regulations as recommended by the DPW Advisory committee and approved by the Board of Selectmen, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 26. SALE OF SURPLUS EQUIPMENT

To see if the Town will vote to authorize the Board of Selectmen, pursuant to Article 4, Section 9 of the Town By-Laws, to sell under such terms and conditions as it deems appropriate, surplus equipment and vehicles no longer needed by the Department of Public Works, Police Department, Fire Department, Sewer Department, Recreation Commission, Council on Aging and School Department, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 27. INCREASE LIMIT FOR SALE OF SURPLUS EQUIPMENT

To see if the Town will vote to amend Article 4, Section 9 of the Town of Grafton By-Laws to increase the sale threshold for approval to sell surplus equipment at Town Meeting from \$5,000 to \$25,000, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 28. SOLAR TAX AGREEMENT

To see if the Town will vote in accordance with M.G.L Chapter 59, Section 38H, to authorize the Board of Selectmen to enter into a Tax Agreement with the lessees/operators of the solar photovoltaic energy generating facilities or its assign for a period of up to twenty-five (25) years, and to approve said agreement under which the lessees/operators or its assign will pay the Town a sum of money per year relative to 207 Providence Road, Assessor's Map 99, Lot 10, related to

the proposed construction and operation of a Large-Scale Ground Mounted Solar Photovoltaic Installation with an expected nameplate capacity of approximately 1,319 megawatts, said Tax Agreement is on file in the Town Clerk's Office, and further to allow the Board of Selectmen to negotiate any amendments necessary to said Tax Agreement to reflect any changes in the size of the parcel of land or size of the system so long as the payments reflected in the Tax Agreement rise or lower commensurately; or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 29. BROOKMEADOW VILLAGE ROADWAY ACCEPTANCE

To see if the Town will vote to accept the roadways and associated utilities and easements known at "Brookmeadow Village", or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 30. SOUTH GRAFTON WATER DISTRICT HYDRANTS

To see if the Town will vote to accept the following list of hydrants from the South Grafton Water District for the Brookmeadow Village Development, or take any other action relative thereto.

Hydrant #104 – 5 Brookmeadow	Hydrant # 108 – 27 Brookmeadow	Hydrant # 117 – 24 Taft Mill Road
Hydrant #105 – 5 Brookmeadow	Hydrant # 109 – 33 Brookmeadow	Hydrant # 118 – 17 Taft Mill Road
Hydrant #106 – 12 Brookmeadow	Hydrant # 116 – 34 Taft Mill Road	Hydrant # 119 – 5 Taft Mill Road
		Hydrant # 120- 4 Taft Mill Road
Hydrant #107 – 20 Brookmeadow	Hydrant # 124 – 25 Taft Mill Road	Hydrant # 121 – Taft Mill Rd & Milford Road

Submitted by: Board of Selectmen

ARTICLE 31. FUND AUDIENCE RESPONSE SYSTEMS VOTING DEVICES

To see if the Town will vote to raise and appropriate and/or transfer a sum of money to purchase an Audience Response System voting device for use at Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 32. FUND PART-TIME ECONOMIC DEVELOPMENT COORDINATOR

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purposes of funding a part-time Economic Development Coordinator position for 2 years, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 33. NORTH GRAFTON TRANSIT VILLAGE OVERLAY DISTRICT

To see if the Town will vote to establish a North Grafton Transit Village Overlay District (NGTVOD) and to encourage smart growth in accordance with the purposes of G.L. Chapter 40R, as printed below, or to take any other action relative thereto.

SECTION 13 – NORTH GRAFTON TRANSIT VILLAGE OVERLAY DISTRICT (NGTVOD)

13.1 Purpose

It is the purpose of this Section to establish a North Grafton Transit Village Overlay District (NGTVOD) and to encourage smart growth in accordance with the purposes of G. L. Chapter 40R, and to foster a range of housing opportunities along with a mixed-use development component, to be proposed in a distinctive and attractive site development program that promotes compact design, preservation of open space, and a variety of transportation options, including enhanced pedestrian access to employment and nearby transportation systems. Other objectives of this Section are to:

- 13.1.A** Promote the public health, safety, and welfare by encouraging diversity of housing opportunities;
- 13.1.B** Provide for a full range of housing choices for households of all incomes, ages, and sizes in order to meet the goal of preserving municipal character and diversity;
- 13.1.C** Increase the production of a range of housing units to meet existing and anticipated housing needs;
- 13.1.D** Provide a mechanism by which residential development can contribute directly to increasing the supply and diversity of housing;
- 13.1.E** Establish requirements, standards, and guidelines, and ensure predictable, fair and cost-effective development review and permitting;
- 13.1.F** Establish development standards to allow context-sensitive design and creative site planning;
- 13.1.G** Enable the Town to receive Zoning Incentive Payments and/or Density Bonus Payments in accordance with G. L. Chapter 40R, 760 CMR 59.06, and additional Chapter 70 aid in accordance with G.L. Chapter 40S arising from the development of housing in the North Grafton Transit Village Overlay District.

13.2 Definitions

For purposes of this Section, the following definitions shall apply. All capitalized terms shall be defined in accordance with the definitions established under the Enabling Laws or this Section 13.2. To the extent that there is any conflict between the definitions set forth in this Section 13.2 and the Enabling Laws, the terms of the Enabling Laws shall govern.

Affordable Homeownership Unit - an Affordable Housing unit required to be sold to an Eligible Household.

Affordable Housing - housing that is affordable to and occupied by Eligible Households.

Affordable Housing Restriction - a deed restriction of Affordable Housing meeting statutory requirements in G.L. c. 184, Section 31 and the requirements of Section 13.5 of this Bylaw.

Affordable Rental Unit - an Affordable Housing unit required to be rented to an Eligible Household.

As-of-right Project or Project - means a Multifamily Use development or a Mixed Use development allowed under Section 13.6 without recourse to a special permit, variance, zoning amendment, or other form of zoning relief.

Design Standards - The document entitled NGTVOD Design Standards, submitted to DHCD by the Town of Grafton, as may be amended in conformance with the provisions of Chapter 40R. Such Design Standards shall be applicable to all Projects within the NGTVOD that are subject to Plan Approval by the Plan Approval Authority.

DHCD – The Department of Housing and Community Development of the Commonwealth of Massachusetts or any successor agency.

Eligible Household - an individual or household whose annual income is less than 80 percent of the area-wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

Enabling Laws - G.L. Chapter 40R and 760 CMR 59.00.

Mixed Use - Structure in which multifamily use is permitted as of right with allowed commercial uses.

Multifamily Use - Dwelling containing four or more dwelling units.

Open Space - the part or parts of land within a Project which are reserved or restricted for permanent open space. This space shall exclude parking areas and stormwater detention areas, but include required setbacks and walkways. The Open Space shall be open and unobstructed to the sky; however; trees, planting, arbors, flagpoles, sculptures, fountains, swimming pools, atriums, outdoor recreational facilities, such items as streetscape elements (lights, planters, benches, etc.), outdoor areas devoted to dining, cafe or similar uses, and decorative surface treatments for sidewalks and other hard surfaces (such as pavers, cobblestones or concrete surface treatments designed to resemble pavers or cobblestones). and similar objects shall not be considered obstructions. No more than 50% of the total amount of required Open Space shall be "wetland" as defined by the requirements of G.L. c. 131, Section 40, and the Town's Wetland By-law.

Plan Approval- standards and criteria which a Project in the NGTVOD must meet under the procedures established herein and in the Enabling Laws.

Plan Approval Authority - For purposes of reviewing Project applications and issuing decisions on development Projects within the NGTVOD, the Plan Approval Authority (PAA), consistent with G.L. Chapter 40R and 760 CMR 59.00, shall be the Planning Board. The PAA is authorized to approve a site plan to implement a Project.

Recreational Uses - Active recreational uses, including but not limited to ball fields; and passive recreational uses, including but not limited to walking and bicycle paths. Amusements or motorized uses shall not be considered eligible recreational uses.

Zoning By-law - the Zoning By-law of the Town.

13.3 Overlay District

13.3.A Establishment. The North Grafton Transit Village Overlay District, hereinafter referred to as the NGTVOD, is an overlay district having one or more sub districts as follows:

- 1 Sub-district A – Grafton State Hospital: Sub district A contains land area of approximately 8 acres being portion of Assessor's Map 5, Lots 4, that is superimposed over the underlying zoning district, as shown on the Zoning Map as set forth on the map entitled "North Grafton Transit Village Overlay District – Sub-district A," dated August 31, 2017. This map is hereby made a part of the Zoning By-law, **and shown on the map entitled "Town of Grafton – Zoning Map"**, and is on file in the Office of the Town Clerk.
2. Sub-district B – reserved.

13.3.B Underlying Zoning. The NGTVOD is an overlay district superimposed on all underlying zoning districts. Except as limited herein, the underlying zoning shall remain in full force and effect.

13.4 Applicability of NGTVOD

In accordance with the provisions of G.L. Chapter 40R and 760 CMR 59.00, an Applicant for a Project located within the NGTVOD may seek Plan Approval in accordance with the requirements of this Section 13. In such case where an Applicant seeks approval for a Project, then notwithstanding anything to the contrary in this Zoning By-law, such Plan Approval shall not be subject to approval by any other provisions of this Zoning By-law. Limitations upon the issuance of building permits for residential uses related to a rate of development or phased growth limitation or to a local moratorium on the issuance of such permits, or to building permit or dwelling unit limitations, including but not limited to any rate of development limitations provided in the Zoning By-law, shall not apply to this Section 13. When a building permit is issued for any Project approved in accordance with this Section 13, the provisions of the underlying district(s) shall no longer be applicable to the land shown on the site plan which was submitted pursuant to Section 13.7 for such Project.

13.5 Housing and Affordability

13.5.A Marketing Plan. Prior to granting Plan Approval for housing within the NGTVOD, an Applicant for such approval must submit a narrative document and marketing plan that establishes that the proposed development of housing is appropriate for diverse populations,

including households with children, other households, individuals, households including individuals with disabilities, and the elderly. These documents in combination, to be submitted with an application for Plan Approval pursuant to Section 13.7, below, shall include details about construction related to the provision, within the Project, of units that are accessible to the disabled.

13.5.B Number of Affordable Housing Units. For all Projects where the Affordable Units proposed are Homeownership Units, not less than twenty percent (20%) of the total housing units constructed in a Project shall be Affordable Housing. For all Projects where the Affordable Units proposed are Rental Units not less than twenty five percent (25%) of total housing units in any building containing rental units shall be Affordable Housing; provided, however, that 20% of such units may be affordable where restricted to households earning less than 50% of area median income. For purposes of calculating the number of units of Affordable Housing required within a Project, any fractional unit of 0.5 or greater shall be deemed to constitute a whole unit.

13.5.C Requirements. Affordable Housing shall comply with the following requirements:

1. For an Affordable Rental Unit, the monthly rent payment, including utilities and parking, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless other affordable program rent limits approved by the DHCD shall apply.
2. For an Affordable Homeownership Unit, the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowner's association fees, insurance, and parking, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one.
3. Affordable Housing required to be offered for rent or sale shall be rented or sold to and occupied only by Eligible Households.
4. The NGTVOD shall not include the imposition of restrictions on age upon the entire District, but the development of specific Projects within the NGTVOD may be exclusively for the elderly, persons with disabilities, or for assisted living, provided that any such Project shall be in compliance with all applicable federal, state and local fair housing laws and regulations.

13.5.D Design and Construction. Units of Affordable Housing shall be finished housing units. Units of Affordable Housing shall be dispersed throughout the development of which they are part and be comparable in initial construction, quality and exterior design to other housing units in the development. The total number of bedrooms in the Affordable Housing shall be proportionate to the total number of bedrooms in all the units in the development of which the Affordable Housing is part.

13.5.E Affordable Housing Restriction. Each unit of Affordable Housing shall be subject to an Affordable Housing Restriction which is recorded with the appropriate registry of deeds or district registry of the Land Court and which contains the following:

1. specification of the term of the affordable housing restriction which shall be the maximum period allowed by law but not less than ninety-nine years;
2. the name and address of an administering agency with a designation of its power to monitor and enforce the affordable housing restriction;
3. a description of the Affordable Homeownership Unit, if any, by address and number of bedrooms; and a description of the overall quantity and number of bedrooms and number of bedroom types of Affordable Rental Units in a Project or portion of a Project which are rental. Such restriction shall apply individually to the specifically identified Affordable Homeownership Unit and shall apply to a percentage of rental units of a rental Project or the rental portion of a Project without specific unit identification
4. reference to a housing marketing and resident selection plan, to which the Affordable Housing is subject, and which includes an affirmative fair housing marketing program, including public notice and a fair resident selection process. The housing marketing and selection plan may provide for preferences in resident selection to the extent consistent with applicable law for the Affordable Housing Units; the plan shall designate the household size appropriate for a unit with respect to bedroom size and provide that the preference for such Unit shall be given to a household of the appropriate size;
5. a requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of Eligible Households compiled in accordance with the housing marketing and selection plan;
6. reference to the formula pursuant to which rent of a rental unit or the maximum resale price of a homeownership will be set;
7. designation of the priority of the Affordable Housing Restriction over other mortgages and restrictions, provided that a first mortgage of a Homeownership Housing Unit to a commercial lender in an amount less than maximum resale price may have priority over the Affordable Housing Restriction if required by then current practice of commercial mortgage lender;
8. a requirement that only an Eligible Household may reside in Affordable Housing and that notice of any lease or sublease of any unit of Affordable Housing shall be given to the administering agency;
9. provision for effective monitoring and enforcement of the terms and provisions of the affordable housing restriction by the administering agency;
10. provision that the restriction on an Affordable Homeownership Unit shall run in favor of the administering agency and the Town, in a form approved by municipal counsel, and shall limit initial sale and resale to and occupancy by an Eligible Household;
11. provision that the restriction on Affordable Rental Units in a rental Project or rental portion of a Project shall run with the rental Project or rental portion of a Project and shall run in favor of the Administering Agency and the Town, in a form approved by municipal counsel, and shall limit rental and occupancy to an Eligible Household;
12. provision that the owner[s] or manager[s] of Affordable Rental Unit[s] shall file an annual report to the administering agency, in a form specified by that agency certifying compliance with the Affordability provisions of this Bylaw and containing such other information as may be reasonably requested in order to ensure affordability;
13. a requirement that residents in Affordable Housing provide such information as the administering agency may reasonably request in order to ensure affordability.

13.5.F Administering Agency. An administering agency which may be the Local Housing Authority, or other qualified housing entity (the “Administering Agency”) shall be designated by the PAA as the Administering Agency for all Projects in the NGTVOD. In a case where the Administering Agency cannot adequately carry out its administrative duties, upon certification of this fact by the PAA or by DHCD, such duties shall devolve to and thereafter be administered by a qualified housing entity designated by the PAA or, in the absence of such timely designation, by an entity designated by the DHCD. In any event, such Administering Agency shall ensure the following, both prior to issuance of a Building Permit for a Project within the NGTVOD, and on a continuing basis thereafter, as the case may be:

1. prices of Affordable Homeownership Units are properly computed; rental amounts of Affordable Rental Units are properly computed;
2. income eligibility of households applying for Affordable Housing is properly and reliably determined;
3. the housing marketing and resident selection plan conforms to all requirements and is properly administered;
4. sales and rentals are made to Eligible Households chosen in accordance with the housing marketing and resident selection plan with appropriate unit size for each household being properly determined and proper preference being given;
5. Affordable Housing Restrictions meeting the requirements of this section are recorded with the proper registry of deeds;

13.5.G Housing Marketing and Selection Plan. The housing marketing and selection plan shall make provision for payment by the Project applicant of reasonable costs to the administering agency to develop, advertise, and maintain the list of Eligible Households and to monitor and enforce compliance with affordability requirements, as set forth in 13.5.G.

13.5.H Phasing. For any Project that is approved and developed in phases, the proportion of Affordable Housing Units and the proportion of market rate units shall be consistent across all phases.

13.5.I Computation. Prior to the granting of any Plan Approval of a Project, the applicant must demonstrate, to the satisfaction of the Administering Agency, that the method by which such affordable rents or affordable purchase prices are computed shall be consistent with state or federal guidelines for affordability applicable to the Town.

13.5.J No Waiver. Notwithstanding anything to the contrary herein, the Affordability provisions in this Section 13.5 shall not be waived.

13.6 Permitted and Prohibited Uses

13.6.A Permitted Uses. The following uses are permitted as of right in the NGTVOD, provided that such uses permitted pursuant to Section 13 would not authorize development that, when the development potential of the remainder of the district is calculated, would preclude the district as a whole from accommodating at least 177 residential units, taking into account those eligible units

completed or under construction and any remaining units allowed to be built, under the NGTVOD regulations:

1. In all Subzones:

- a. Parking, including surface, garage-under, and structured parking (e.g., parking garages);
- b. Open space and recreational uses;
- c. Accessory uses customarily incidental to any permitted uses;
- d. Municipal Uses.

2. In Subzone A:

- a. Multifamily Use or Mixed Use with a density of as set forth in Section 13.10.B;
- b. Restaurant, provided that such restaurant shall not be a fast-food or drive-through restaurant, and shall not exceed 20,000 square feet of gross floor area.
- c. retail establishment not to exceed 20,000 square feet of gross floor area;
- d. day care center;
- e. community or neighborhood center;
- f. personal or consumer service establishment;
- g. business, professional or general office;
- h. bank;
- i. health club;
- j. assisted living facility, including independent, memory care, family services, therapeutic services and hospice care;
- k. microbrewery;
- l. brewpub;
- m. artist live/ work/gallery;
- n. higher education satellite campus or facility.

3. In Subzone B:

- a. reserved.

13.6.B Prohibited Uses. All uses not expressly allowed are prohibited.

13.7 Application for Plan Approval

13.7.A Pre-application. Prior to the submittal of a site plan, a “Concept Plan” may be submitted to help guide the development of the definitive site plan for Project buildout and individual elements thereof. Such Concept Plan should reflect the following:

- a. Overall building envelope areas;
- b. Open space and natural resource areas;
- c. General site improvements, groupings of buildings, and proposed land uses.

The Concept Plan is intended to be used as a tool for both the applicant and the PAA to ensure that the proposed Project design will be consistent with the Design Standards and Guidelines and the other requirements of the NGTVOD.

13.7.B Application. An application for Plan Approval shall be submitted to the PAA on the form provided by the PAA. An application shall show the proposed buildout of the entire Project, whether the Project will be phased or not.

13.7.C Required Submittals. The application for Plan Approval shall be accompanied by the following plans and documents:

1. Properly executed application form, and (if applicable) all materials necessary for facilitating a public hearing on the application;
2. A filing fee of \$250.00 plus \$80.00 per dwelling unit to cover administrative costs.
3. List of any requested waivers from the requirements of this section 13.0, including a detailed explanation/justification of the reason for such request.
4. A Site Plan prepared by a professional architect or registered professional engineer, at a scale of one-inch equals forty feet (1" = 40'), or at other scale as may be necessary to show all detail clearly and accurately. Sheet sizes shall not exceed twenty-four inches by thirty-six (24" x 36"), and shall not be less than eleven inches by seventeen inches (11" x 17"). If multiple sheets are used they shall be accompanied by an index sheet showing the entire parcel at an appropriate scale. The number of copies required for a complete application shall be identified on the Application form as approved by the PAA. The Plan shall include the following information:
 - a. Name and address of the person or entity submitting the application;
 - b. Name and address of the owner of the subject property, if different;
 - c. Present use of the land and description and use of existing building thereon, if any;
 - d. Proposed use of the land;
 - e. Proposed use of existing buildings, if any;
 - f. Description and proposed use of the proposed building, if any;
 - g. Zoning District in which the parcel is located, including floodplain if applicable;
 - h. Locus Map (scale of 1"=1,000') and north arrow;
 - i. Title Block containing: name of the project; applicant; property owner; property address and Assessor's Map/Lot number; date (with revisions); name, address and phone number, and the signature and seal of the professional architect or engineer preparing the plan;
 - j. Wetlands, Ponds, Streams, or other water bodies, including all applicable buffer zones;
 - k. Ownership of all abutting land and approximate location of buildings, driveways, and parking areas thereon within a maximum distance of two hundred feet (200') of the property lines;
 - l. Existing and proposed topography at two-foot (2') elevation intervals;
 - m. All property lines of the subject property, and all setbacks of buildings and parking areas from said lines, and existing and proposed easements, if any;
 - n. Extent and type of all existing and proposed surfaces (pervious and impervious) on the property, including specific materials;
 - o. Lot coverage calculations showing percentage of buildings, percentage of pavement, and percentage of open space/landscaped areas;

- p. Parking calculations for proposed use, including all existing use that will continue to exist on the property, if applicable;
 - q. Calculations of the volume of earth material to be removed or filled on the property, and delineation of the location of such activity;
 - r. Driveways and driveway openings/entrances;
 - s. Parking and loading spaces;
 - t. Service areas and all facilities for screening;
 - u. Landscaping;
 - v. Lighting;
 - w. Proposed signs (business, traffic, etc.);
 - x. Sewage, refuse and other waste disposal;
 - y. Stormwater management facilities (drainage);
 - z. All structures and buildings associated with the proposed and existing use(s) on the property;
 - aa. Exterior storage areas and fences;
 - bb. Utilities and their exterior appurtenances (e.g., fire connections);
 - cc. Provisions for dust and erosion control;
 - dd. Any existing vegetation;
 - ee. Any other details or information deemed necessary by the Planning Board due to the unique nature of a proposed use or the subject property;
5. A stormwater management hydrological study prepared in accordance with the Design Standards referenced in Section 13.2.
 6. A report, if applicable, showing calculations of the volume of earth material to be removed from or delivered to the site, including a description of such removal or fill activity. Depending upon the volume of material to be removed or filled, the Planning Board may require the Applicant to submit additional information (if not submitted in the report) regarding, but not limited to, the following: the hours of fill/removal activity; proposed route of transporting materials to and from site; measures for dust and erosion control (both on- and off-site) for the activity.
 7. Draft Housing Marketing and Selection Plan as required by 13.5. A.
 8. Evidence that the Project complies with the cost and eligibility requirements of Section 13.5.C.
 9. Project plans that demonstrate compliance with the requirements of Section 13.5.E
 10. A form of Affordable Housing Restriction that satisfies the requirements of Section 13.5.F
 11. Scaled architectural drawings showing all proposed development, including site plans, elevation drawings, and floor plans. Drawings should clearly and comprehensively illustrate all aspects of the project and detail conformance with the Design Standards, as may be amended, including:
 12. (i) Building plans, including elevation drawings, floor plans, and roof plans, showing design for all new or rehabilitated buildings, including overall dimensions, building materials, colors of permanent exterior finishes (excluding paint color), location and configuration of doors and windows, and details of roofing, siding, ornament and trim, signage, mechanical equipment, and accessory buildings. For developments of multiple buildings, drawings should also show the relationship of individual buildings to each other within the development, as well as to abutting structures. All drawings shall be labeled with the property address and date; elevation drawings should note the compass direction (e.g., "north elevation"); floor plans should indicate a north arrow. Colored renderings, Power Point presentations, and/or 3-D animated renderings may also be provided.

- (ii) Materials palette, showing exterior material choices for walls, trim, and windows (glass and framing).

All plans and elevations presented with the application shall remain a part of the records of the PAA.

13.8 Procedures

13.8.A Filing. An applicant for Plan Approval shall file the application and all required submittals with the Town Clerk and shall also file forthwith 20 copies of the application and the other required submittals with the PAA including notice of the date of filing with the Town Clerk.

13.8.B Circulation to Other Boards. Upon receipt of the Application, the PAA shall immediately provide a copy of the application materials to the Board of Selectmen, Zoning Board of Appeals, Board of Health, Housing Authority, Planning Board, Conservation Commission, Fire Department, Police Department, Building Commissioner, Department of Public Works, Affordable Housing Trust, Sewer Department, South Grafton Water District, and other municipal officers, agencies or boards designated by the PAA for comment, and any such board, agency or officer shall provide any written comments within 60 days of its receipt of a copy of the plan and application for approval.

13.8.C Hearing. The PAA shall hold a public hearing for which notice has been given as provided in Section 11 of G.L. Chapter 40A. The decision of the PAA shall be made, and a written notice of the decision filed with the Town Clerk, within 120 days of the receipt of the application by the Town Clerk. The required time limits for such action may be extended by written agreement between the applicant and the PAA, with a copy of such agreement being filed in the office of the Town Clerk. Failure of the PAA to take action within said 120 days or extended time, if applicable, shall be deemed to be an approval of the application and site plan.

13.8.D Peer Review. In addition to the application fee, the applicant shall be required to pay for reasonable consulting fees to provide peer review of the Plan Approval application, pursuant to G.L. c. 40R, s. 11. This technical review fee shall be paid at the time of the application. The initial deposit shall be \$10,000 and shall be subject to replenishment as needed. Such fees shall be held by the Town in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, housing consultants, planners, and others. Any surplus remaining after the completion of such review, including any interest accrued, shall be returned to the applicant. See Section 13.5.I.

13.9 Reserved

13.10 Dimensional and Density Requirements

13.10.A Dimensional Requirements. Notwithstanding anything to the contrary in the Zoning By-law, the dimensional requirements applicable in the NGTVOD are as follows. All dimensional requirements shall be computed based upon the Project rather than building by building basis:

Minimum Lot Area: Not applicable
Minimum Lot Frontage: 100 feet
Maximum Building Height: 5 stories excluding parking facilities but not higher than 75 feet

Minimum Street and Lot Line Setback: 50 feet
Maximum Open Space: 10%
Total Project Coverage by Buildings: 50%
Minimum Setback between Buildings 15 feet

13.10.B Subzone Density Requirements. The following density shall be allowed as of right in the NGTVOD :

Subzone A: minimum of 20 dwelling units per developable acre for multifamily units.
Subzone B: reserved

13.11 Parking Requirements

13.11.A General. Notwithstanding anything to the contrary in this Zoning By-law, the parking requirements applicable in the NGTVOD are as follows:

Residential Use: 1.5 parking spaces per dwelling unit
Nonresidential Use: 1 parking space per 300 sq. ft. of nonresidential space

13.11.B Shared Parking. The use of shared parking to fulfill parking demands noted above that occur at different times of day is strongly encouraged. Minimum parking requirements above may be reduced by the PAA if the applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies (e.g. the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved studies).

13.11.C Waiver of Parking Requirements. Notwithstanding anything to the contrary herein, any minimum required amount of parking may be reduced upon a demonstration to the reasonable satisfaction of the PAA that the lesser amount of parking will not cause excessive congestion, endanger public safety, or that lesser amount of parking will provide positive environmental or other benefits, taking into consideration:

1. the availability of surplus off street parking in the vicinity of the use being served and/or the proximity of a bus station or major transportation route;
2. the availability of public or commercial parking facilities in the vicinity of the use being served;
3. shared use of off street parking spaces serving other uses having peak user demands at different times;

4. age or other occupancy restrictions which are likely to result in a lower level of auto usage;
5. impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and
6. such other factors as may be considered by the PAA.

13.12 Stormwater Management Standards

Stormwater management shall conform to the Department of Environmental Protection's Stormwater Management Policy.

13.13 Design Standards

13.13.A General. In order to ensure quality development within the NGTVOD and to ensure design that respects the built and natural character of the Town, the Design Standards, approved by DHCD, a copy of which shall be filed with the Town Clerk, shall be applicable to all Projects subject to Plan Approval within the NGTVOD. In addition to the standards set forth in this Bylaw, the physical character of Projects within the NGTVOD shall comply with such standards, as may be amended in conformance with the requirements of Chapter 40R.

13.14 Decision

13.14.A Waivers. Except where expressly prohibited herein, upon the request of the Applicant the Plan Approval Authority may waive dimensional and other requirements of Section 13 , including the Design Standards, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the NGTVOD , or if it finds that such waiver will allow the Project to achieve the density, affordability, mix of uses, and/or physical character allowable under this Section.

13.14.B Plan Review. An Application for Plan Approval shall be reviewed for consistency with the purpose and intent of this Section, and such Plan Review and shall be construed as an as-of-right review and approval process as required by and in accordance with the Enabling Laws.

13.14.C Plan Approval. Plan Approval shall be granted where the PAA finds that:

1. the applicant has submitted the required fees and information as set forth herein; and
2. the Project and site plan meet the requirements and standards set forth this Section 13, or a waiver has been granted there from; and
3. extraordinary adverse potential impacts of the Project on nearby properties have been adequately mitigated by means of suitable conditions.

13.14.D Plan Disapproval. A site plan may be disapproved only where the PAA finds that:

1. the applicant has not submitted the required fees and information as set forth herein; or
2. the Project and site plan do not meet the requirements and standards set forth this Section 13 or the PAA Design Standards, or a waiver has not been granted therefrom; or

3. it is not possible to adequately mitigate significant adverse Project impacts on nearby properties by means of suitable conditions.

13.14.E Form of Decision. All decisions of the PAA shall be by supermajority vote of the members. The PAA shall issue to the applicant a copy of its decision containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision, and certifying that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the PAA. If twenty (20) days have elapsed after the decision has been filed in the office of the Town Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the Town Clerk shall so certify on a copy of the decision. A copy of the decision shall be provided to the Inspector of Buildings/ Zoning Enforcement Officer. A copy of the decision or application bearing such certification shall be recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the applicant.

13.15 Change in Plans After Approval by PAA

13.15.A Minor Change. After Plan Approval, an applicant may be apply to make minor changes involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall buildout or building envelope of the site, or provision of open space, number of housing units, or housing need or affordability features. Such minor changes must be submitted to the PAA on redlined prints of the approved plan, reflecting the proposed change, and on application forms provided by the PAA. The PAA may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The PAA shall set forth any decision by simple majority to approve or deny such minor change by motion and written decision, and provide a copy to the applicant for filing with the Town Clerk. A copy of the decision shall be provided to the Inspector of Buildings/ Zoning Enforcement Officer.

13.15.B Major Change. Those changes deemed by the PAA to constitute a major change because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for Plan Approval pursuant to this Section.

13.16 Enforcement; Appeal

The provisions of the NGTVOD shall be administered by the Inspector of Buildings/ Zoning Enforcement Officer, except as otherwise provided herein. Any appeal arising out of action by the PAA regarding an application for Plan Approval shall be governed by the applicable provisions of G. L. c. 40R. Any other request for enforcement or appeal arising under this Section shall be governed by the applicable provisions of G. L. c. 40A.

13.17 Severability

If any provision of this Section 13 is found to be invalid by a court of competent jurisdiction, the remainder of Section 13 shall remain in full force. The invalidity of any provision of this Section 13 shall not affect the validity of the remainder of the Town's Zoning By-Law.

Submitted by: Planning Board

ARTICLE 34. SALES PARTNERSHIP WITH THE COMMONWEALTH OF MASSACHUSETTS

To see if the Town will vote to authorize the Board of Selectmen to enter into a sales partnership with the Commonwealth of Massachusetts for a parcel of property located on Pine Street in the town of Grafton, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 35. DESIGN AND ENGINEERING FOR ROUTE 30

To see if the Town will vote to raise and appropriate and/or transfer a sum of money from available sources for the engineering and design of a water and sewer line along Route 30, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 36. LEASE 3000 GALLON FIRE TANKER ENGINE

To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum of money to lease a 3000-gallon fire tanker engine, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 37. STAFFING STUDY – GRAFTON FIRE DEPARTMENT

To see if the Town will vote to raise and appropriate and/or transfer a sum of money from available sources for a staffing study of the Grafton Fire Department, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 38. MARKET STUDY – 27 UPTON STREET (DPW SITE)

To see if the Town will vote to raise and appropriate and/or transfer a sum of money from available sources for a market study of the property located at 27 Upton Street, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 39. FUND FEASIBILITY/ SCHEMATIC DESIGN OF NORTH STREET ELEMENTARY WINDOW AND DOOR REPLACEMENT PROJECT

To see if the Town will vote to raise and appropriate and/or transfer a sum of money from available sources in order to fund a design and feasibility study for the replacement of windows and doors at North Street Elementary, in conjunction with the Massachusetts School Building Authority, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 40. REMEDIATION OF CONTAMINATED WELL – 159 MILLBURY ST.

To see if the Town will vote to appropriate a sum of money from available sources to remediate the contaminated well located at 159 Millbury Street by connecting this property town water and decommissioning the well at this location, or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 41. APPROPRIATION TO STABILIZATION FUND

To see if the Town will vote to appropriate a sum of money from available sources to fund the Stabilization Trust Fund, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 42. APPROPRIATION TO OPEB TRUST FUND

To see if the Town will vote to appropriate a sum of money from available sources to fund the OPEB Trust fund, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 43. LONG RANGE IT ACCOUNT

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purposes of funding a Long Range Information Technology Maintenance Account, pursuant to Article 17 of the May 12, 2014 Annual Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

And you are directed to serve this Warrant by posting up an attested copy thereof in some conspicuous place in each of the precincts of the Town at least fourteen days before said meeting.

Hereof fail not and make due return of this Warrant, with your doings thereon to the town Clerk, at the time and place of meeting as aforesaid.

Given under our hands the _____ day of September in the year of our Lord Two Thousand Seventeen.

BOARD OF SELECTMEN

Bruce Spinney III, Chairman

Sargon Hanna, Vice Chairman

Jennifer Thomas, Clerk

Brook Padgett

Craig Dauphinais

A TRUE COPY,
ATTEST:

September _____ 2017

I have complied with the requirements of the above Warrant and with the Town of Grafton By-laws by posting an attested copy of the Warrant in some conspicuous place in each of the precincts of the Town on the above date.

Constable of Grafton